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## ABSTRACT

Designed as a resource for community colleges wishing to initiate a cooperative agreement with a local agency to offer community education programs, this publication offers 11 representative examples of such agreements. After explaining that the Center for Community Education collected the agreements as part of a 1981 study of community education programs, the publication presents the 1974 resolution of the American Association of Community and Junior Colleges in support of community education. Finally, the publication presents the agreements between: (1) Austin Community College and Independent School District 492 (Austin, MN); (2) Colorado Mountain College and Aspen School District (Aspen, CO); (3) Jefferson College and Hillsborough School District (Hillsborough, MO); (4) Lane Community College and local school districts (Eugene, OR); (5) Mt. Hood Community College and Sandy Elementary School District (Gresham, OR); (6) Northeast Technical Community College and area school districts (Norfolk, NE); (7) Reading Area Community College and Berks County Schools (Reading, PA); (8) South Oklahoma City Junior College and Moore Public School District (Oklahoma City, OK); (9) Sullivan County Community College and Sullivan County Board of Cooperative Extension Services (Loch Sheldrake, NY); (10) Thornton Community College District 510 and Thornton Township High School District 205 (South Holland, IL); and (11) Wilkes Community College and Wilkes County Board of Education (Wilkesboro, NC). (AYC)

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# INTERFACE THROUGH COOPERATIVE AGREEMENTS

## Eleven Examples of How It Can Work

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[The interpretations and conclusions contained in this publication represent the views of the grantee (or author) and not necessarily those of the Mott Foundation; its trustees, or officers.]

# Introduction

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In the 1981 update of the Center for Community Education 1976 "Survey of Community Education-Community Service Programs" nearly half of the colleges responding reported that they had made a formal cooperative agreement with one or more local agency to offer community education programs. And, as requested in the update, many of the colleges sent the Center a copy of their cooperative agreement.

This publication presents eleven representative examples of the agreements received. They will provide useful information for other community colleges wishing to initiate such an agreement with a local school district or other agency. They may serve as well as a resource for comparison for colleges with existing agreements that provide cooperative community education programs.

Also included is the Resolution adopted by the Board of Directors of the American Association of Community and Junior Colleges in 1974 stating its commitment to community education. Over the past five years the Center for Community Education has served as the Association's vehicle for fulfilling this commitment. □

# **Board of Directors/AACJC**

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## RESOLUTION

Community Education  
Adopted November 13, 1974

Community education is an endeavor that deserves the best efforts of publicly-supported community colleges, independent junior colleges, community schools, and other institutions and agencies. These endeavors should be made cooperatively whenever possible so that citizens will receive quality services that are well planned and efficiently organized.

The American Association of Community and Junior Colleges pledges its efforts to work toward such cooperation at the national level with other associations in the community schools, university extension, and adult education fields. And we urge our member institutions to work diligently for such cooperation in their localities.

We see community education as an institutional commitment to assess community educational needs, to structure responsive community educational services, and to measure and report to the community the outcomes of such services.

The assessments must take into account the needs of all citizens in regard to place of residence, income, educational level, race, sex or other such factors.

The educational services that are offered should also take into account an assessment of the educational resources that are available to offer the needed services, which institutions or agencies are best prepared to offer and organize the services, and how they can best be coordinated when more than one organization is to participate.

The measuring and reporting of outcomes is important and it is in tune with the rights of the consumer and our tradition of public accountability by those who are to serve the public interest.

We applaud those community colleges, community schools, and other institutions and agencies that have worked out effective partnership relations in their communities. The emerging model of community schools developing contractual arrangements with community service programs of community colleges is especially attractive to us. We feel it is a means by which both kinds of programs can serve their communities well.

Community colleges approach community education with special attention to postsecondary needs, that is in regard to age level, not grade level. This indicates a close working partnership with community schools is especially desirable to avoid unneeded duplication of effort. In every program plan there should be careful consultation between all concerned parties that the educational agency best prepared to do the job should receive the assignment and treat it as a stewardship with information on progress continually shared.

These are not just institutional arrangements. They are arrangements which have to be facilitated by the framework of public policy within which the institutions operate. Thus, policy-making bodies and funding sources must become a part of the planning to be sure that such cooperative arrangements are facilitated and not frustrated. This should be possible if it is effectively demonstrated that the institutions involved are working together for the public interest. And it is our firm belief that the public interest has been and will be well served by effective community education programs which serve all citizens. □



# Austin Community College

## AGREEMENT ON JOINT OPERATION OF COMMUNITY SERVICE PROGRAM

Independent School District 492 and the Austin Community College shall operate jointly in a Community Service Program.

REGULATION A: A Community Service Advisory Committee shall be made up of one appointed member of ISD 492 Schools and one member of the Austin Community College Advisory Committee. In addition to the above, one administrator from the ISD 492 Schools and one administrator of the Austin Community College shall be members of the Community Service Advisory Committee.

Other members of the committee shall be recommended for appointment on the Community Service Advisory Committee by the Director of the Program and approved by the ISD 492 School Board and the College Advisory Committee.

REGULATION B: The Director of the Program shall be a member of the Austin Community College staff. The Superintendent of School District 492 and the President of Austin Community College shall be responsible for developing the appropriate employment procedures. The initiation of employment procedures shall be the responsibility of the College President.

The Superintendent of School District 492 and the President of Austin Community College shall jointly be responsible for the program as delegated by their respective boards. The working rules and regulations of the Community College Board will govern the conditions of employment.

An amount equivalent to one-half the salary, plus fringe benefits of the Director of the Program, shall jointly be the responsibility of District 492. This amount shall be paid to the Public Service/Community Education Account of the Austin Community College. The remaining one-half salary and fringe benefits shall be paid by the Austin Community College.

The Austin Community College shall provide office space to the Director of the Program.

One secretary with primary responsibilities to the Community Service Program shall be provided by the Austin Community College. The funding

of a part-time evening secretary's salary plus fringe benefits shall be the responsibility of District 492.

REGULATION C: The source of funding for the Program is the Community Education tax levy from Independent School District 492 and the Public Service/Community Education appropriations to Austin Community College from the Legislature plus fees charged for services provided. Annual budgets are to be approved by the School Board and the State Board. State of Minnesota guidelines will be followed for auditing procedures.

REGULATION D: Facilities of both the ISD 492 Schools and the Austin Community College shall be available to serve as classroom for the Community Service Program.

Independent School District No. 492 and Austin Community College shall each assume separate responsibility for liability resulting from personal injury and/or property damage occurring on property owned by the individual parties.

Each party shall be responsible for maintaining public liability, property damage, and other necessary insurance coverage which it decides is necessary for its own facilities and employees.

REGULATION E: ISD 492 shall continue to make available the facilities of the Graphic Arts Department and shops for the production of promotional or specialized materials necessary for the operation of the Program.

REGULATION F: Joint Recognition shall be given to both ISD 492 and the Austin Community College on promotional materials.

REGULATION G: State, federal and other special funds:

1. It shall be the responsibility for the Director of the Program to make known to ISD 492 and the Austin Community College the availability of special funds and reimbursement applicable to various programs.
2. The application for special funds and reimbursements shall be initiated by the Director and shall be cleared through the appropriate local agency.
3. The Director shall submit statements verifying expenses of approved programs to ISD 492 for those costs for which reimbursement will be forthcoming from outside sources to the public schools. Upon verification, these statements shall be submitted at the next regular School Board meeting of the ISD 492 for authorization of payment.

REGULATION H: The selection of personnel teaching in the Community Service Program shall be the responsibility of the Director. The rate of pay for teachers teaching Community Service classes will be determined by the

Director. The working rules and regulations of the Community College Board will govern the conditions of employment.

REGULATION I: Courses and programs within budget limitations from whatever fund source shall be developed by the Director of the Program with input from the Community Service Advisory Committee.

It is the intent of ISD 492 and Austin Community College that courses and programs offered by Community Service Program shall not duplicate courses and programs offered by other community institutions.

REGULATION J: The Director of the Community Service Program shall complete an annual report for ISD 492 and the Austin Community College, highlighting programs for the year and updating each institution when new avenues of programming are being pursued.

REGULATION K: The terms and conditions of this agreement shall remain in effect unless modified by mutual written agreement of both parties.

Either party can terminate this agreement by serving upon the other written notice of intent to terminate. Such termination shall take effect no sooner than one (1) year from the date of the written notice. ☐

# Colorado Mountain College

## PLANNING AND BUILDING COMMUNITY-BASED FACILITIES:

### THE ASPEN CENTER

STEVE MILLS

As the cooperative movement in Community Education grows, new horizons and new directions for community-school-college relationships are appearing. Where formerly there were implicit "understandings" about shared use of facilities and joint staffing; there is now a full range of cooperative funding, program development, even construction of facilities. One excellent example of a comprehensive community approach to education, including building facilities, is in Aspen, Colorado.

In Aspen, Colorado Mountain College, a local, district, public, two-year college, and the Aspen School District have collaborated to develop a broad array of educational services, including an extensive "brokering"/clearinghouse function. Highlighting the full integration of school/college resource to serve community needs is the completion of a \$315,000 building, built by the College on School District land adjacent to the Aspen High School. The history and process of how the Aspen Community Education Center came to be provides an interesting and, hopefully, valuable chapter in community-based education.

In November 1968, Colorado Mountain College opened a part-time office in Aspen. The office was an experiment to test community reception to off-campus, college services. The College was barely a year old and was seeking a way to deliver educational services to residents of five county district of some 5700 square miles in the central mountains of Colorado. While CMC had two campuses, the Aspen office had become a full-time operation staffed by two college employees.

Concurrently with the College's striking out in new directions, the Aspen School District began to focus on the "community approach to education" as an operating tenant. In 1968, a new Superintendent of Schools, Richard Lee, came to Aspen with the intent of designing a system that incorporated community resources into the schools. He began his community/school efforts with a modest evening adult education program supported by District funding.

By 1969, the institutional components were in place. The School District and the College had arrived at the same point, at the same time, with the same commitment. The first formal arrangement between the School District and the College was the agreement that CMC would take over the evening classes, administer and fund community-based activities in exchange for rent free use of School District facilities. The first agreement established a pattern for the next nine years of operation between the School District and the College.

The first agreement was a fairly common one between schools and community colleges. However, discussion and planning of the future went far beyond the operating agreement. In the sessions between CMC staff and the Aspen Superintendent, there began to emerge a broad based partnership of a community college and a local school district. Topics ranged from general adult education to how the College might provide direct instructional services in Aspen High School. Additionally, alternative high school, high school completion, obtaining graduate level in-service training for teachers were considered. While the School District had expanded its concept of K-12 education to include the "community approach," the community college had to envision an enlarged role as well. The College had to go beyond traditional two-year services if it were to meet the needs of the community.

In the summer of 1970, Superintendent Lee began laying the foundation for expansion of services. He took three of the five Aspen School Board members to visit the Southwest Regional Community Education Center at Arizona State University. Board members observed community school sites, spoke with local directors and met with the staff at Arizona State. With this contact established, CMC formulated a three-year seed money proposal to the Mott Foundation in 1971. The proposal identified the unique relationship between the College and the School District and requested that the College be the agent funded, rather than the commonly accepted practice of funding the School District.

With Mott funding in 1972, 1973, and 1974, the College and School District sought to implement some of the cooperative programs identified earlier. However, the seed money also allowed exploration of what other agencies might be willing to participate in the community education plan. Colorado Mountain College was not the only agent working with or utilizing public school facilities. Especially in the summer, the Aspen Schools were locations for Ballet West, theater groups, recreation programs and a plethora of others. One goal of the Mott grant was to make a complete inventory of available space, identify participant groups and attempt to establish a schedule that would accommodate everyone.

The inventory, completed in the summer of 1974, clearly established the need for the College and School District to begin planning for some type of facility arrangement. The experiment of staffing an off-campus center had proven extremely successful for the College. The School District had gained substantial instructional and program assistance from the cooperative arrangement. The College began the planning process



with a commitment of capital dollars, provided a suitable location, and facility design could be secured. Initial planning included the School District, CMC, the City of Aspen and Pitkin County. The City and County were involved because the City had the substantial recreation program which used the schools. The County had an interest in developing an integrated plan for its library, parks, walking and bike pathways.

For approximately two years, the four public agents worked to develop a plan that would be satisfactory to all and within reason as far as cost. Existing buildings were assessed. Advantages of an in-town location, transportation, parking, consultation with developers; virtually all approaches to facilities were evaluated. The difficulties of working with four public agents soon became apparent. When discussion remained on programs, scheduling, etc., agreement was relatively easy. When the focus shifted to new construction or renovation, or financing or who would control, the consensus faded. The conclusion was that CMC and the School District would combine resources to place a facility on school land. While not excluding the City, County or other groups, the College and School District were prepared to deal quickly. It was hoped that once the building was finished, discussion on availability and use could begin with other groups.

In 1975-76, the actual facility planning began. The process included establishment of programs, assessment of existing space, and developing student/space requirements for each program. The agreed upon land was adjacent to Aspen High School and it was planned that the new College facility would incorporate space for day-time high school students and the high school would continue to house evening adult students. Other components of the agreement were: The College would build the building on the school land under a 27 year lease arrangement. At the end of that lease the building would become sole property of the School District. The College and School District would also engage in a "service agreement." The services agreement formally documents the program exchange, cost sharing, and is reviewed twice a year.

The Aspen Center opened in 1977. It contains 14,000 square feet. The art and drafting departments of Aspen High School are totally contained in the CMC building. Also, the College provides welding, photography, and ceramics for high school students as well as adults during the day. The administrative offices of the Aspen CMC operation are housed in the Center. It has become a true community center.

The process of establishing a jointly funded center reflected how a school district and community college can effectively integrate services, sources of funding, staff and resources. The difficulties of total inter-agency cooperation were never overcome. An interesting outcome, however, was that the building was completed by two parties; but all community agents continue to serve officially and unofficially in an advisory role. In fact, other public buildings have been vacated in Aspen since 1976, and governmental bodies have looked to the College and the School District for leadership in how to effectively utilize those buildings. The vision

of complete integration of programs has not been lost, but actually enhanced and highlighted by the actions of the College and School District.

#### STANDARD CONTRACT AND AGREEMENT

THIS CONTRACT, made this 1st day of October, 1977, by and between Colorado Mountain Junior College District, hereinafter referred to as the College, and Aspen School District No. 1 (Re), hereinafter referred to as the School District,

WHEREAS, authority exists in the Law and Funds have been budgeted, appropriated and otherwise made available and a sufficient encumbered balance thereof remains available for payment; and

WHEREAS, required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

WHEREAS, a Service Agreement dated May 24, 1976 has been entered into between the parties which agreement sets forth the rights and obligations respectively of the parties interpreted and construed thereby; and

WHEREAS, the parties do hereby wish to continue the cooperative efforts and set forth in the above-mentioned agreement; and

WHEREAS, pursuant to Paragraph III d. 3., page 8, providing for continuing cooperation between the parties, the parties desire to enter into this reciprocal agreement to more specifically defined current matters.

NOW THEREFORE, it is hereby agreed that:

1. This cooperative agreement shall be effective for the 1977-78 school year.
2. The College will continue to provide instruction and supplies for high school welding, ceramics, and photography students, and be reimbursed for instructional and supply costs. The College shall also continue to provide space for high school art and drafting programs.
3. The College will provide space for Middle School photography and graphic programs under the supervision of Mike Flynn from 8:30 to 10:00 a.m. every day during Semester I. The Middle School will provide their own supplies.
4. The College will provide space for the Language Art program under the supervision of Ms. French Monday, Wednesday, and Friday until 2:00 p.m. and Tuesday and Thursday from 2:30 to 3:30 p.m. It is agreed that Ms. French will supervise the

Reading Lab in the Colorado Mountain College facility on Tuesdays and Thursdays until 2:00 p.m.

5. It is also agreed that there be for the next school year (September 1977 to June 1978) a cooperative effort between the School District (High School and Middle School) and the College to develop a reading program compatible to the needs of school-age children and adults. The responsibility to organize the developmental process and implementation rests with the administrators in charge of the Aspen High School, Aspen Middle School, and Colorado Mountain College. The financial obligations will be encumbered by each entity as agreed upon mutually.
6. The Aspen School District acknowledges the limitations being experienced by the College in coordinating space and personnel and will work within the scheduling available.
7. Space at night for College Continuing Education classes will continue to be provided by the School District in the high school, with the College reimbursing the School District for instructional supplies in the areas of drafting, secretarial science, woodworking, and auto mechanics.

#### SPECIAL PROVISIONS

##### Fund Availability

1. Financial obligations of the College payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

##### Limitations of Signatures

2. Except as otherwise provided by law, if this contract provides for the payment of more than ten thousand dollars, or if for a period of more than one year, this contract shall not be deemed valid unless executed by both the Chairman and Secretary of the Governing Committee of Colorado Mountain Junior College District.

##### Discrimination

3. The Contractor agrees to comply with the letter and spirit of the Colorado Antidiscrimination Act of 1957, as amended, and other applicable law respecting discrimination and unfair employment practices.

##### Comparable Quality

4. The Contractor agrees that the service, activity, or undertaking be of comparable quality and meet the same requirements and standards as would be necessary if performed by the College.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first above written.

ASPEN SCHOOL DISTRICT

COLORADO MOUNTAIN JUNIOR COLLEGE DISTRICT

By \_\_\_\_\_

By \_\_\_\_\_

Position Superintendent

Position President

By \_\_\_\_\_

By \_\_\_\_\_

Position Coordinator

Position College Business Manager

APPROVALS:

By \_\_\_\_\_

By \_\_\_\_\_

### SERVICE AGREEMENT

THIS SERVICE AGREEMENT is made and entered into as of this 24th day of May, 1976 by and between COLORADO MOUNTAIN JUNIOR COLLEGE DISTRICT, a statutory junior college district duly organized and existing and presently operating under and by virtue of the laws of the State of Colorado (hereinafter called "College") and the ASPEN SCHOOL DISTRICT No. 1(RE), a public school district duly organized, existing and operating under and by virtue of the laws of the State of Colorado (hereinafter called "School District"). This Agreement is entered into pursuant to the laws of the State of Colorado and all of its provisions shall be construed thereunder and the rights and obligations respectively of the parties interpreted and construed thereby.

### I RECITALS

a. The parties have entered into a Lease Agreement dated May 24, 1976 whereby the College has agreed to lease from the School District certain Demised Premises as therein described in order for the College to construct thereon a school building (hereinafter, "Building") containing approximately 12,000 square feet to be owned by the College during the existence of the Lease Agreement or for a minimum of 25 years. Such Building is to be constructed on real estate owned by the School District and presently being occupied by the School District as its present high

school site near Aspen in Pitkin County, Colorado: The Lease Agreement is for a term of three years commencing either September 1, 1976 or the date when the College takes possession of the Demised Premises to begin construction; The Lease Agreement provides for various option terms; and sets forth the terms, conditions, provisions and agreements of the parties with relation to the leasing of the Demised Premises and Improvements to be constructed thereon:

b. The College intends to use the Building as and for one of its continuing educational facilities. The College also intends to educate certain of the high school students of the School District in certain courses which are taught by the College for continuing educational purposes. The School District desires that its students who wish to take such College courses receive instruction therefore at the Building or at the Aspen High School facilities of the School District, and the School District has agreed to reimburse the College for the expenses, therefor which the College may incur, all as set forth herein. In addition, the School District intends to schedule some of its regular high school classes in the Building with its own teachers.

c. It is the duty of the Governing Committee of the College to provide for the proper execution of College financial and educational policies, to fix tuition and fee rates, to rent property and equipment, and to promote the general welfare of the institution of Colorado Mountain Junior College for the best interest of education and the junior college district (C.R.S. 1973, 23-71-123, as amended in 1975). In order to carry out its duties, the Governing Committee is given certain statutory powers among which are the powers to be a party to contracts for any purpose authorized by law (C.R.S. 1973, 23-17-122 (1) (b), as amended in 1975), to lease or rent real property on such terms as the Committee sees fit for any school sites, buildings or structures or for any school purpose authorized by law, to determine the location of such school site, building or structure, and to construct, erect, alter and remodel buildings and structures (C.R.S. 1973, 23-71-122 (1) (c), as amended in 1975); and to contract with a public school district for the performance of any service, activity or undertaking which the College is authorized by law to perform or undertake, such contract to set forth fully the purposes, powers, rights, obligations and responsibilities, financial or otherwise, of the parties so contracting and such contract to provide that the service, activity or undertaking be of comparable quality and meet the same requirements and standards as would be necessary if performed by the school district, and which such contract may include, inter alia, the purchase or renting of necessary building facilities, equipment, supplies and employee services (C.R.S. 1973, 23-71-122 (1)(q), as amended in 1975).

d. The School District is a body corporate and in its name may be a party to contracts for any purpose authorized by law (C.R.S. 1973, 22-32-101). The School District is governed by a Board of Education consisting of the number of school directors prescribed by law, and such Board of Education possesses all powers delegated to it or to the School District by law and is obligated to perform all duties required

of it by law (C.R.S. 1973, 22-32-103 (1)). Among such duties which such Board of Education has and shall perform, are the duties to adopt policies necessary and proper for the efficient administration of the affairs of the district; to determine the educational programs to be carried on in the schools of the district; and to cause an educational program to be maintained and operated within the territorial limits of the district for the school age children resident therein (C.R.S. 1973, 22-32-109(1)(b), (t) and (z)). In order to carry out such duties the Board of Education of the School District has the specific powers to determine the location of each school site, building or structure; to provide furniture, equipment and everything needed to carry out the education program of the School district; and to rent or lease district property not immediately needed for its purposes for terms not exceeding three years (C.R.S. 1973, 22-32-110(1)(b), (c) and (f)). The School District also has the power to contract with the governing body of another district or with any body corporate for the performance of any service, activity or undertaking which the School District itself is authorized by law to perform or undertake, such contract to set forth fully the purposes, powers, right, obligations, and responsibilities, financial or otherwise, of the parties so contracting and which contract shall provide that the service, activity, or undertaking be of comparable quality and meet the same requirements and standards as would be necessary if performed by the School District itself (C.R.S. 1973, 22-32-122(1)).

e. The parties have previously discussed at length the possibility of agreeing for an extended period of time to share equipment, building space, and educational programs and facilities in order to serve the best interests of the students of both the College and the School District and in order to provide educational services at the most economical rate for both parties and in the interest of the taxpayers.

## II AGREEMENT

a. The College agrees that the Aspen High School of the School District may use the Building during the period of time of the Lease Agreement and this Service Agreement and under the terms and conditions herein set forth. The School District agrees that the College may use any of the buildings comprising presently or from time to time the Aspen High School facilities during the term of the Lease Agreement and this Service Agreement and according to the terms and conditions herein set forth.

b. The primary guideline for joint use of the Building and Aspen High School facilities shall be that the College shall have the preferred right to use of the Building and to the extent that Aspen High School facilities are not needed by the School District, the College shall have the first opportunity to use High School facilities for the educational programs of the College with its own staff. In like manner, the School District shall have the preferred right to use of Aspen High School facilities and, to the extent that space in the Building is not

needed by the College, the School District shall have the first opportunity to use the Building facilities for the educational programs of the School District with its own staff.

c. The parties acknowledge that the School District will immediately need the use of space in the Building to conduct on a regular and continuing basis its classes in high school art and drafting.

d. The College has the full authority and responsibility for administration and supervision of the Building and the educational programs conducted by the College therein, and for the educational programs conducted by or through the College in Aspen High School facilities, in all particulars including, but not limited to staffing, funding, budgeting, accounting and scheduling providing, of course, that scheduling be accomplished within the guidelines of use preference set forth above. In like manner, the School District has the full authority and responsibility for administration and supervision of Aspen High School facilities and the education programs conducted therein by the School District and for the educational programs conducted by or through the School District in the Building, in all particulars including, but not limited to staffing, funding, budgeting, accounting and scheduling providing, of course, that scheduling be accomplished within the guideline of use preference set forth above.

The College and the School District shall carry out such administration and supervision to maximize coordination with each other in order that both the Building and the Aspen High School facilities are used to the maximum extent possible in the best interests of the educational opportunities of the students of both the College and of the Aspen High School. The covenants and agreements herein set forth shall not prohibit the College or the School District from permitting the use of the Building or of the Aspen High School facilities by organizations and for lawful purposes otherwise than in accordance with this Service Agreement.

e. In connection with undertaking the initial operation of the Building, the School District agrees to attempt to have in place in the Building and have in operational condition by September 1, 1976 or by as soon thereafter as possible the art equipment, the drafting equipment, and the photography equipment presently existing in the Aspen High School. The College in order to contribute towards the initial operation of the facility, agrees to attempt to have in place in the Building by no later than September 1, 1976 or by as soon thereafter as possible the welding equipment presently existing and used by the College in its existing welding classes. Furthermore, by no later than September 1, 1976, subject to the provisions of Article IV. BUDGETING AND APPROPRIATIONS, the College agrees to appropriate funds sufficient to purchase the furniture, fixtures and equipment to fully equip the administrative offices and areas of the Building; the furniture, fixtures and equipment for the instructional areas for graphic arts and physical fitness; and the additional equipment in the

instruction areas of photography, pottery and welding for college level courses.

f. The School District shall pay to the College at the Building or at the buildings or facilities of the Aspen High School, instructional cost at the current rate per contract hour, as such rate may be set and determined by the College from time to time. The contract hour is defined as an hour during which full-time instruction is provided during regular class periods for a particular college class regardless of the number of students therein. In the event students from the College rather than from the Aspen High School are enrolled in any particular instruction course, the instructional cost to the School District shall be prorated by taking a fractional percentage of the total equivalent students from the Aspen High School of the School District over the total number of full time equivalent students so enrolled in the particular course, and the School District shall pay the resulting portion of the total instruction costs. In addition to the instructional costs, there shall be allocated to and paid by the School District the costs of all instructional materials for such College courses and necessary supplies and equipment if any, to be furnished by the students as determined by the College and its assessment of the meeting time necessary to achieve the instructional objectives. Such contact hours will be converted by the College to the appropriate units of credit for college level courses. In the case of classes with joint College and High School students enrollment, scheduling of courses, minimum and maximum class sizes and all other aspects of the parties. In the case of classes where the enrollment is entirely of students of the College or students of the High School, the foregoing aspects of class management shall be determined solely by the party furnishing the students, providing, of course, that class scheduling be accomplished within the guideline of preference set forth above.

### III CONTINUING COOPERATION

a. As above noted in Paragraph II f, from time to time the cost of instructional services measured at a dollar rate per contact hour, will change and be redetermined and reset by the College. The School District agrees to abide by the current rate for instructional cost per contact hour as rescheduled and reset by the College from time to time.

b. The College may assess and collect from students of the College and students of the School District taking classes from the College, student fees and student costs in addition to the contact instructional hour costs. The School District may assess and collect from students of the College such amount as is necessary to reimburse the School District from the cost of any School District materials and instructional supplies used by students of the College. The College may further require of students of the College and of the School District taking



College courses, that all such students comply with college rules and regulations and college policies and procedure regarding registration, completion of necessary forms, and further matters reasonably required of the College in order to carry out its policies, rules and regulations concerning such college courses.

c. The parties agree to fully cooperate in the scheduling of courses to the mutual benefit of the parties and to serve the best educational interests of the students of the School District and of the College. In the administration of the College programs in which students of the School District are enrolled, the parties agree not to assess each other for the time spent by the administrator of the respective parties.

d. The parties recognize that operating costs necessary to carry out this Service Agreement will be incurred by them regularly and that equitable arrangements need to be made to cover such costs. The parties agree that these costs vary from school to school year and that no permanent agreement during the life of this Service Agreement or any of its renewals can be made permanent. The parties do agree to meet every six (6) months to review such operational costs, including facility maintenance costs and program costs, in order to evaluate the need for the reimbursement of expenses incurred or to be incurred by the respective parties. The parties agree to negotiate in order to equitably apportion between themselves these operational costs so that neither party is unduly burdened by such operational cost. Such evaluations will include the review, negotiation on possible adjustment of the following items and matters:

1. Which party will pay particular costs and charges incurred.

2. Coordinating of budget procedures to insure to the extent legally possible the availability of funds to each party for the ensuing school year. In this regard, the parties understand that the College's budget year is a fiscal year running from July 1 of any particular calendar year to June 30 of the ensuing calendar year running from January 1 of any particular year to December 31 of such year.

3. Executing necessary and appropriate reciprocal agreements to more specifically define the matters herein generally set forth.

4. Instituting new instructional programs, and purchasing new, additional or replacement equipment, furnishing and other necessary items to adequately and satisfactorily conduct courses and programs presented by the College in the Building and in Aspen High School buildings.

5. Instructional costs, student fees, registration procedures, and other necessary requirements for the students taking any particular class to comply with as an incident thereto.

6. Utility service costs including maintenance, grounds keeping, snow removal, janitorial service, trash removal, all utilities used or consumed on the Building or on the Aspen High School facilities, telephone service to the Building and the Aspen High School buildings, instructional equipment and supplies, and program contractual costs for instruction.

#### IV BUDGETING AND APPROPRIATIONS

Both parties are subject to budget and appropriation laws and procedures under Colorado law. The parties generally are unable to expend monies for any purpose, fund, function or object without monies having previously been appropriated therefor. The parties consequently are limited in the amounts they can expend for any such particular purpose, fund, function or object to the amounts of money previously appropriated. The parties agree to severally make all reasonable efforts in order to continue the operation of the programs and the courses covered by this Service Agreement within the limitations imposed upon them by law and to the extent allowed by monies available for such programs and courses. So long as each party has made a good faith effort to achieve the maximum funding in order to satisfactorily carry out the programs and to service the various costs and expenses incurred as a result of this Service Agreement, failure of one party to be able to carry out its agreements herein contained for financial, economical, or budgetary reasons shall not be deemed by the other party to be a breach of this Service Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement by the appropriate individuals of each of the parties in accordance with legal requirements; effective the day, month, and year first set forth hereinabove.

COLORADO MOUNTAIN JUNIOR COLLEGE DISTRICT

BY: \_\_\_\_\_  
Chairman, Governing Committee

ATTEST:

\_\_\_\_\_  
Secretary, Governing Committee

ATTEST:

\_\_\_\_\_  
Secretary, Board of Education

ASPEN SCHOOL DISTRICT NO. 1(RE)

BY: \_\_\_\_\_  
President, Board of Education

23

## LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 24th day of May, 1976, by and between the ASPEN SCHOOL DISTRICT NO. 1 (RE), hereinafter called "lessor", and COLORADO MOUNTAIN JUNIOR COLLEGE DISTRICT, hereinafter called "Lessee".

WHEREIN IT IS MUTUALLY AGREED as follows:

(1) Demised Premises - Improvements:

Lessor hereby leases to Lessee a parcel of land (hereafter called "Demised Premises") out of the existing high school lands of the Lessor near Aspen in Pitkin County, Colorado, the exact size and location of which shall be by mutual agreement of the parties but the general location of which shall be Westerly of the building presently used and occupied by Lessor as its metal shop building. Upon the Demised Premises, the Lessee shall erect and construct a building measuring 12,000 square feet of floor space, more or less, together with appurtenant landscaping and parking facilities (hereinafter called "Improvements"), all at Lessee's expense except as hereinafter provided, which Improvements shall be deemed separate and severed from the Demised Premises and which Improvements shall be vested in and remain with the Lessee throughout the existence of this Lease Agreement or for a period of 25 years from date hereof, whichever period shall be longer. This paragraph shall survive any termination of this Lease Agreement.

Lessor and Lessee shall designate to their mutual satisfaction the personnel and students of each who shall be entitled to occupy and use the parking facilities.

(2) Term of the Lease Agreement:

This Lease Agreement shall be for a term of three (3) years commencing at noon September 1, 1976 and terminating on noon September 1, 1979,

(3) Rent:

Rental for the full term including any and all extensions and renewals shall be One Dollar (\$1.00) payable to Lessor prior to the first day of the commencement of the term hereof. Lessee may take possession of the Demised Premises prior to September 1, 1976 for the sum of One Dollar (\$1.00) in order to construct the Improvements, move in, set up and occupy the same in accordance with Lessee's uses hereunder. In such event all of the terms and provisions of this Lease shall become effective as of the time taking possession except that the term of this Lease shall commence with the taking of possession and shall terminate at 11:50 A.M. September 1, 1976.



(4) Use of the Premises:

The Lessee shall use the Demised Premises and Improvements as a continuing education office and classroom complex, and for other educational, governmental, charitable or non-profit purposes. Lessee may use the Demised Premises and Improvements for two or more of the aforesaid purposes simultaneously. Lessee shall have the right to use the Demised Premises and Improvements for any other purpose only after obtaining prior written approval of Lessor, except that any use is prohibited which is in conflict with the laws of the United States or of the State of Colorado.

(5) Leasehold Improvements:

From the date of execution hereof, Lessee shall proceed to construct a pre-engineered building (hereinafter the "construction project") for use as a continuing education and classroom complex. Lessee shall provide funding not to exceed the sum of \$280,000.00 for all construction project costs the Lessee deems necessary and appropriate, including but not limited to architectural and engineering fees, site preparation, building costs, utility service and extensions, telephone installation, landscaping, parking facility preparation, and relocation of outside gas fired kiln. Lessor shall provide, at its own cost and expense, assistance in site planning and assistance in the supervision of construction; but Lessee shall have final responsibility and authority over such planning and construction.

In the event the projected costs as determined by bids, or the actual cost at any stage of the construction project, exceeds the sum of \$260,000.00, the parties shall immediately notify each other of such cost excess and immediately confer to attempt to amicably resolve such costs excess either by reduction in size or scope of the construction project, sharing by parties of such cost excess, or otherwise; and IN THE EVENT the parties are unable to resolve to their mutual satisfactions such cost excess then the parties shall acknowledge by a writing executed by both parties their disagreements and this Lease Agreement shall then be deemed terminated.

Prior to undertaking actual construction of the construction project, Lessee will seek to obtain Lessor's written approval of the final plans, specifications and design, including landscaping, prior to undertaking the project. Should such prior written approval be denied by Lessor, Lessee shall have the immediate right to examine an itemized written statement Lessor shall promptly furnish on Lessee's request; and Lessee shall then have the option EITHER to accept and to incorporate its plan, specifications or design any changes stipulated by Lessor which are acceptable to Lessee OR to terminate this Lease Agreement in which case both parties shall be released from any further obligation, liability or responsibility hereunder. Such termination shall be accomplished by Lessee giving written notice thereof to Lessor within ten (10) days after receipt of the aforementioned statement of reasons. Such termination

shall be deemed to be an assertion that Lessor's denial or denials of approval is incompatible with the objectives and uses of and by the College as set forth in paragraph 4 above.

(6) Personal Property:

Title to and ownership of all furniture, fixtures, equipment and other personal property located upon or within the Demised Premises and Improvements or upon or within the Aspen High School premises and Improvements or Lessor, which were purchased by Lessee shall remain with Lessee. Title to and ownership of all personal property located upon or within the Demised Premises and Improvements or the Aspen High School premises and Improvements of Lessor, which were purchased by Lessor shall remain with the Lessor.

(7) Utilities and Taxes:

Lessee agrees to pay any taxes or assessments which may be levied against the Demised Premises and Improvements, and to pay the expense of the following utility services required by the use of Demised Premises and Improvements, to-wit: water rent, sewer charges, electricity, heating and telephone. Such utility services where possible, will be metered separately to Lessee. In the event separate metering is not possible, Lessor will invoice Lessee for that portion of the cost of such utilities attributable to the Demised Premises and Improvements, as reasonably determined by mutual agreement of the parties.

(8) Maintenance:

Lessee shall have the obligation of repairing and maintaining as reasonably necessary the interior and exterior of the Demised Premises and Improvements including, but without limitation, all structural components, glass and all operating systems such as electrical, plumbing and heating in good, safe and sanitary order, condition and repair at its own cost and expense, excepting only normal wear and tear and casualties and Acts of God. Lessor shall have the obligation of maintaining on the Demised Premises all grounds and landscaping, including snow removal, outside the Improvements.

(9) Indemnification:

Lessee shall keep, save and hold Lessor harmless from and indemnify Lessor against any and all damages and liabilities for the negligent acts or omissions of Lessee, its faculty, staff and students arising from or out of the Lessee's use or occupancy of the Demised Premises and Improvements, and from any loss or damage to Lessor arising from any failure on Lessee's part to comply with any of the covenants, terms and conditions contained in this Lease Agreement.

(10) Insurance Requirements:

It shall be the responsibility of the Lessee and Lessor, respectively,

to maintain in effect during the term of this Lease Agreement, fire, casualty, and extended coverage insurance on the personal property and equipment owned respectively by such parties and located on the Demised Premises, the Improvements, or the Aspen High School premises of Lessor. It shall be the responsibility of Lessee and Lessor, severally, to maintain general comprehensive liability insurance coverage, and it shall be the responsibility of Lessee to maintain Workmen's Compensation insurance during the period of construction of improvements on the Demised Premises in amounts not less than those maximum amounts that may be recovered pursuant to the Colorado Governmental Immunity Act, C.R.S. 1973, 24-10-101 through 117, as the same is enacted or as the same may be amended from time to time.

It shall be the responsibility of the Lessee to maintain in effect during the term of this Lease Agreement, fire, casualty, extended coverage and comprehensive insurance on the Improvements located on the Demised Premises, in amounts not less than the ten current replacement cost of such Improvements.

Lessee and Lessor shall exchange with each other Certificates of Insurance Policies which cash has in force.

(11) Assignment and Sub-Lease:

The Lessee shall not assign this Lease Agreement or sublet any part of the Demised Premises or any interest therein, or any right or privilege appurtenant thereto, without first obtaining the written approval of the Lessor.

(12) Signs:

The Lessee shall be permitted but shall not be required to affix, display, erect and maintain, at Lessee's expense, signs advising the general public of Lessee's location on Demised Premises, providing, however, that all such signs shall first be approved by Lessor, which approval shall not be unreasonably withheld.

(13) Compliance with Law:

The Lessee shall at its own expense comply with all reasonable requirements, rules, regulations, ordinances and laws of all county, state, and federal authorities which are now or hereafter may be in effect pertaining to Demised Premises.

(14) Surrender of Premises and Improvements:

Lessee shall at the expiration of this Lease Agreement, surrender and deliver the Demised Premises in as good order and condition as the same were at the commencement of the term, loss by fire, flood, inevitable accident or other casualty, or by Act of God and by ordinary wear and tear, excepted. Lessee shall at termination of the term

and of all extensions and renewals thereof, or at the end of the period shall be the longer, surrender to Lessor title, ownership and possession of the Improvements, in the condition as such Improvements then may be.

(15) Default:

Lessee agrees to observe and perform all of the conditions and agreements herein contained to be observed and performed by the Lessee, and further agrees that if default be made by the Lessee in the payment of the rent herein reserved or any part thereof, or if the Lessee shall fail to observe or perform any of said conditions or agreements and such default shall continue for a period of thirty (30) days after the Lessee receives written notice thereof from the Lessor, then and in such event it shall be lawful for the Lessor at its election to terminate this Lease Agreement and to reenter the Demised Premises and occupy and repossess the same as in Lessor first and former estate, and it shall be lawful for the Lessor at its election to also enter, occupy and possess the Improvements as Lessor's sole and exclusive property, evicting the Lessee therefrom.

(16) Options to Renew:

The Lessee shall have the exclusive right and option to extend and renew the term of this Lease Agreement for eight additional successive three-year terms, running without interruption from the expiration of the primary term hereof in successive three-year periods commencing noon on September 1, 1976 (for nine such terms if Lessee takes possession of the Demised Premises prior to September 1, 1976, in which event commencement shall be at noon on September 1, 1976.) Lessee shall give Lessor notice of exercise of option as to each such three-year renewal and extension periods by delivering written notice thereof to Lessor at least thirty (30) days prior to the expiration of the then existing primary or option term. Such Lease Agreement shall then be extended and renewed on the same terms, provisions and conditions as herein contained.

(17) Options To Purchase Improvements

Any other provisions of this Lease Agreement to the contrary notwithstanding, the Lessee at any time during the first six (6) years only of this Agreement between Lessor and Lessee shall have the exclusive right and option to transfer and convey title of the Improvements to the Lessor for the total amount of cost to the Lessee of the construction project, which sum of money Lessor shall pay Lessee within 365 days after Lessee delivers to Lessor written notice of exercise of such right and option. In lieu of payment of such sum of money to Lessee, Lessor may furnish, transfer and convey to the Lessee provided the Lessee is in agreement therewith and is willing in Lessee's discretion to accept the same, title to other improvements comparable to the Improvements herein defined and at a location satisfactory to Lessee. In the event the Lessee and Lessor within 180 days after delivery of such written notice of exercise of such right



and option, cannot mutually agree on such other improvements at a location satisfactory to Lessee, then the sum of money equal to the cost aforesaid of such construction project shall within the 265 day period aforesaid be paid to Lessee.

Any other provisions of this Lease Agreement to the contrary notwithstanding, the Lessor at any time during the last six (6) years only of this Agreement between Lessor and Lessee shall have the exclusive right and option to cause to be transferred and conveyed to the Lessor title of the Improvements for the total amount of cost to Lessee of the construction project, which sum of money shall pay Lessee within 265 days after Lessor delivers to Lessee written notice of exercise of such right and option. In lieu of payment of such sum of money to Lessee, Lessor may furnish, transfer and convey to the Lessee provided the Lessee's discretion to accept the same, title to other improvements comparable to the Improvements herein defined and at a location satisfactory to Lessee. In the event the Lessee and Lessor within 180 days after delivery of such written notice of exercise of such right and option, cannot mutually agree on such other improvements at a location satisfactory to Lessee, then the sum of money equal to the cost aforesaid of such construction project shall within the 365 day period aforesaid be paid to Lessee.

(18) Amendment of Lease

This Lease Agreement may be amended by an agreement of the parties made at any time during the existence of this Lease Agreement, in writing and executed with the same formalities as the Lease Agreement.

(19) Covenant of Quiet Possession; Title Evidence; Recording

The Lessor represents and warrants to the Lessee that Lessor has good and merchantable title in and to Demised Premises, that the same are free of liens and encumbrances except those represented by the bonds issued in connection with the improvements constructed on the Demised Premises and that the Lessor has the full and complete right to enter into and grant this lease to Lessee. Lessee shall have the right to hold and enjoy the full and quiet possession of the Demised Premises on the terms and conditions contained in this Lease Agreement. Lessee may require Lessor to furnish to Lessee at Lessor's expense, evidence of such good title in the form of a title insurance policy insuring Lessee's interests in the Demised Premises as Lessee under this Lease Agreement, which either party at any time may cause to be placed of public record with the Pitkin County Recorder.

(20) Addresses for Notices:

Any notice which is required to or may be delivered hereunder shall be deemed satisfactorily delivered when deposited in the United States mails, postage prepaid, addressed to the party entitled to receive such notice at the respective address set forth below: If such notice

is to the Lessor: (Name of the then chief administrative officer of Lessor), Aspen School District No. 1(RE), P.O. Box 300, Aspen, Colorado 81611. If such notice is to the Lessee: (Name of the then chief administrative officer of Lessee), Colorado Mountain College, P.O. Box 1367, Glenwood Springs, Colorado 81601.

All of the terms, provisions, covenants, promises and agreements contained in this Lease Agreement shall inure to and be binding upon the respective successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement in duplicate originals the day, month and year first above written.

ASPEN SCHOOL DISTRICT NO. 1(RE)

ATTEST:

BY:

President - Board of Education  
LESSOR

Secretary - Board of Education

COLORADO MOUNTAIN JUNIOR COLLEGE DISTRICT

BY:

Chairman - Governing Committee  
LESSEE

ATTEST:

Secretary - Governing Committee

STATE OF COLORADO )

ss.

COUNTY OF PITKIN )

The foregoing instrument was acknowledged before me this 24th day of May, 1976 by \_\_\_\_\_ as President of the Board of Education and by \_\_\_\_\_ as Secretary of the Board of Education of Aspen School District NO. 1(RE).

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

Notary Public

STATE OF COLORADO )

ss.

COUNTY OF GARFIELD )

The foregoing instrument was acknowledged before me this 24th day of May, 1976 by \_\_\_\_\_ as Chairman and by \_\_\_\_\_ as Secretary of the Governing Committee of Colorado Mountain Junior College District.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

Notary Public

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# Jefferson College

## PHILOSOPHY AND PURPOSES OF JEFFERSON COLLEGE

The philosophy of Jefferson College is one of total education: a belief in the incomparable worth of all human beings whose talents, however great or limited or different from the traditional, must be developed to the fullest possible degree. This is why appropriate services of Jefferson College will always be available to any resident of the District, regardless of age. We will take the people where they are and assist them as much as we can within the accepted mission of the College and at a price within their reach. If they cannot read, then we will teach them to read and strive to make them proud of their achievement. If they did not finish their high school education but have the desire to do so, then we will help them complete its equivalent at a time and in a place convenient to them. If their talent is technical or vocational, then we will offer them instruction that will provide them with the knowledge and the skill they can sell in the marketplaces of our District, state and nation. If their needs are in the great tradition of liberal education, then we will provide them the instruction, extending through two years of collegiate work for immediate application or for transfer to other institutions of higher education. If there are needs for cultural advancement, life enrichment, intellectual growth, or civic understanding, then we will make available to them the wisdom of the ages and the enlightenment of our times.

### The Purposes of Jefferson College Are:

1. To provide assistance in educational and career planning, in human development, in making of important life decisions, and in solving problems of self identity.
2. To provide vocational and technical education for those persons who desire to upgrade themselves occupationally and for those who wish to prepare for initial employment.
3. To provide instruction extending through two years of collegiate work for those persons who desire to transfer to other institutions of higher education.

4. To provide general education, including courses and other learning experiences, for those persons who desire to enhance their personal, cultural, intellectual, occupational, or social development.
5. To provide as well as recognize non-traditional learning experiences.
6. To provide community education services including courses, programs and activities for those individuals or organizations desiring such opportunities.
7. To provide educational leadership for effective change in social, environmental and cultural factors affecting the residents of the District.

## THE LOCAL SCHOOL DISTRICT

### I. Superintendent - Director

A local, part-time director of continuing education is agreed upon jointly by the local superintendent and the Jefferson College Dean of Continuing Education for employment by Jefferson College.

Since the supervision of adult programs is both demanding and time consuming necessary pre-requisites are involved. Specifically, the appointee should receive sufficient time and consideration in lieu of other duties to be able to do a creditable job. Since supervision of continuing education programs demand evening work and a considerable amount of working in the community, the Director needs the full support of the local superintendent and board of education.

It is also recommended that the individual selected have knowledge of or the opportunity to acquire knowledge of adult learning theory, adult psychology, characteristics of adult students and methods of adult instruction.

### II. Local Director

The duties of the local director are:

1. To work with the Jefferson College Dean of Continuing Education and advise him of matters related to the continuing education program within the district.
2. To assume responsibility for evening supervision of all programs in the school district.



3. To perform the first level of supervision of the instructors in the Continuing Education Program with the district.
4. To be responsible for the promotion and organization of adult classes within the school district as well as the recruitment of qualified citizens to teach programs of interest.
5. To recommend the instructional staff to the Jefferson College Dean of Continuing Education for consideration for appointment by the Jefferson College Board of Trustees.
6. To work with the local school officials in scheduling facilities necessary to operate the local program.
7. To maintain records and submit reports as required by the local school district or Jefferson College.
8. To maintain course outlines for all courses operating in the program.
9. To be responsible for the coordination of the enrollment and the collection of fees in accordance with the established policies of Jefferson College.
10. To be responsible for the visitation and evaluation of all Continuing Education classes conducted in the district.

# Lane Community College

## COMPREHENSIVE PROGRAM

Lane Community College has been developed primarily to serve those for whom no other post-high school educational opportunities are readily available.

Commitment to the individual involves acceptance into the College as he or she is, providing a stimulating environment and offering year-round opportunities for learning experience designed to assist in realizing the maximum potential of those who can profit from Board-approved courses and programs.

In order to meet these broadly diversified individual needs, the College is committed to a comprehensive program providing:

1. Occupational education programs for those who wish to prepare for technology, business and industry.
2. General liberal arts education for: a) those of undefined goals, in order to allow them to explore alternatives; and b) those who hope to transfer to colleges and universities with professional programs.
3. Credit and non-credit opportunities for those with special interests and special needs.
4. High school completion courses as a cooperative effort between the college and the local school districts.
5. Community cultural activities designed to supplement the instructional program and contribute to cultural development within the District.
6. Adult continuing education opportunities developed to meet the needs of occupations which require less than a bachelor's degree.

Emphasis is not to be given to any of these programs to the exclusion of others. The College will strive to remain alert to changing needs, and will develop the ability to alter curricula as required.

Lane Community College  
Revised and Adopted by Board Action  
February 4, 1976

### COOPERATIVE EFFORTS WITH OTHER AGENCIES

Where it is to mutual advantage, the administration may include in its considerations the possibility of offering a course or program in conjunction with another community college, high school, or other agencies.

Lane Community College  
Adopted by Board Action  
July 29, 1967

### CURRICULUM APPROVAL

New curricula shall be approved according to policies formulated by the College Board and appropriate administrative procedures, and shall be submitted to state agencies for ratification.

Lane Community College  
Revised and Adopted by Board Action  
February 4, 1976

### OCCUPATIONAL EDUCATION

Lane Community College accepts the responsibilities inherent in the board legislative objectives set forth in state and federal manpower directives and will strive to maintain harmonious working relations with all organizations or agencies concerned with manpower problems, especially worker and industry organizations.

The administration shall study and periodically write an analysis of skill demands within Oregon and the Lane County region and shall not pursue the development of any occupational training program until it has been determined that there is a reasonable prospect of employment for persons trained in the proposed skills. Occupational advisory committees shall be used to help develop a priority system for program development.

With respect to apprenticeship programs, it is a policy of the Board to cooperate with the State Apprenticeship and Training Council and with local unions in providing training opportunities of mutual benefit to all parties.

Lane Community College  
Revised and Adopted by Board Action  
February 4, 1976

## COMMUNICATION WITH THE PUBLIC

The Board recognizes the public's right to information and will provide the means for the period, wide circulation of information throughout the District concerning College programs and courses, needs and progress. The President shall provide leadership in exploring methods to improve communication with the public and it shall be the responsibility of all College employees to cooperate in this effort.

Lane Community College  
Revised and Adopted by Board Action  
April 14, 1976

## COMMUNICATION WITH THE BOARD OF EDUCATION

The Board shall encourage members of the College community to express their opinions and desires to the Board, either in writing or in person at meetings of the Board as provided for in Board policies governing the determination of agendas for regular Board meetings, and discussion at Board meetings.

Lane Community College  
Revised and Adopted by Board Action  
April 14, 1976

## CITIZENS ADVISORY COMMITTEES

College patrons will be invited to serve as members of advisory committees formed for the purpose of improving the offerings of the College.

Lane Community College  
Revised and Adopted by Board Action  
April 14, 1976

## PUBLICITY RELEASES

All College publicity releases shall be channeled through the Office of the President or a designated representative. Only the Board Chairman or Chairwomen and the College President are authorized to speak for the College as official College spokesmen or spokeswoman.

Lane Community College  
Revised and Adopted by Board Action  
April 14, 1976

### CAMPUS VISITS

The Board encourages visitors to come to the campus. The Office of College/Community Relations shall be in charge of arrangements made for visitors and for tours. Visits to instructional areas while classes are in session shall be arranged so that instruction is not impaired.

Lane Community College  
Revised and Adopted by Board Action  
April 14, 1976

### USE OF THE COLLEGE FACILITIES AND BUILDINGS

Fees may be assessed for use of facilities and buildings under the following guidelines:

1. Institutions or groups providing a service for Lane Community College students or employees, and tax or public supported non-profit institutions and organizations will not be charged a fee for that activity unless, in the view of the administration, additional expenses are involved.
2. Private groups may use College facilities with the prior approval of the President or his designated representative. These groups will be charged facility fees, fees for additional costs incurred and if applicable, a percentage of the gross of money-making projects. The fee schedule will be contained in an administrative rule.

Lane Community College  
Revised and Adopted by Board Action  
April 14, 1976

### CONDUCT OF PERSONS ON CAMPUS

It shall constitute an improper use of Lane Community College facilities for any person upon or within any of the areas owned, operated by or under the control of the College to commit any act or threaten to commit any act in violation of State law or College regulations where the present ability to carry out such threat exists. The administration of the College is hereby authorized and directed to appoint suitable security personnel to act with its authority to remove from the premises any person violating any of the provisions of this policy.

Lane Community College  
Revised and Adopted by Board Action  
April 14, 1976

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# Mt. Hood Community College

## COMMUNITY EDUCATION

**M**t. Hood Community College shall extend educational programs throughout the district. This shall be done through community services and extension services in a variety of ways including, but not limited to, opportunity centers, extension centers, community schools, the use of campus facilities, conferences, institutes, workshops, community services short courses, special requests and children's classes.

Revised  
October, 1979

## EXTENSION SERVICES

- A. Purpose. It is the purpose of extension services to provide a comprehensive program of educational opportunities which are geographically convenient to persons living throughout the MHCC district.
- B. Implementation of purpose. In order to implement the above purpose, the extension services area will utilize off-campus locations. These locations include buildings located within the district in which space is donated, leased, rented, or purchased from school districts, public agencies, or private industry. The college does not pay rent to agencies or industries which request location of classes in their facilities for in-service training of their employees.

Revised  
October, 1979

## COMMUNITY SCHOOL PROGRAMS

- A. Community school programs include educational, recreational, social and problem-solving services extended to local neighborhoods at MHCC through its community education office in cooperation with local school districts.



B. Guidelines--programs should be:

1. Initiated on the basis of expressed needs of local neighborhood advisory councils.
2. Facilitated by coordinators hired by MHCC on a cost-sharing basis.
3. Substantially supported by volunteer instructors and resource personnel, donated facilities, and where necessary, minimum enrollment fees to cover costs of supplies and materials.

C. Limitations. Community school affiliates must be aware that lower division transfer and vocational college credit courses are offered by MHCCD extension services.

Revised  
October, 1979

EXTENSION CLASS CURRICULUM

A. Course offerings and limitations. The program offerings of extension services are intended to be comprehensive. An effort will be made to offer any course for which there is an expressed need anywhere in the district. Classes below the minimum enrollment, as designated by division chairmen, are subject to cancellation.

B. Promotion. Program and course offerings may be promoted by use of:

1. The MHCC district class schedule;
2. Public information office;
3. Handouts and brochures;
4. Other methods recommended by the director of community education and approved by the associate dean of college relations.

C. Administrative responsibility. The director of community education is responsible for administration of all courses as assigned by the office of instruction.

Revised  
October, 1979

## STUDENT STATUS

All students enrolled in the courses offered by extension services have the same privileges and responsibilities as on-campus students, as defined in the student relations regulations.

Revised  
October, 1979

## NON-CREDIT SHORT COURSES

### A. Such offerings include:

1. Non-reimbursable courses.
2. Reimbursable and non-reimbursable courses that do not substantially duplicate MHCC instructional offerings.
3. Courses that meet expressed community needs, or are of general public interest.
4. Experimental courses.

### B. Instructors for the above shall be contracted for an hourly rate in agreement with the college's part-time hourly wage scale. These contracts shall be approved in accordance with personnel regulations.

## SANDY COMMUNITY SCHOOLS INTERGOVERNMENTAL AGREEMENT 1980-81

This Agreement entered into by and between the Sandy Elementary School District, a special district within the State of Oregon, the City of Sandy, an incorporated city of the State of Oregon, and Mt. Hood Community College, a special district within the State of Oregon for the operation of the Sandy Community Schools for the fiscal year 1980-81.

WHEREAS, the above governmental bodies recognize that the performance of certain governmental functions and activities can be more efficiently and effectively administered through a cooperative administrative program, and

WHEREAS, Oregon Revised Chapter 190 provides that local governments may enter into written agreements for the performance of any or all functions and activities that they have authority to perform, and

WHEREAS, it reasonably appears that a cooperative administrative program to operate the Sandy Community Schools is in the best interest of each of the governmental units and will result in the continuation of an existing program which is important to the community.



NOW THEREFORE, IT IS AGREED as follows:

Section 1.

ADMINISTRATIVE BOARD

That a joint administrative board is hereby created. The board, henceforth referred to as the Sandy Community Schools Board, shall be composed of two representatives from the Sandy Elementary School District, two representatives from the City of Sandy, and one representative from Mt. Hood Community College. Each board member and an alternate shall be selected by his or her respective governmental body, and the board member selected, or his or her alternate, shall serve as the representative for his or her governmental agency until removed by his or her respective governmental body. After appointment, the Sandy Community Schools Board shall meet and organize by the election of a chairman and vice-chairman. It is understood and agreed among the parties that each member of the board shall have equal vote. The board shall meet a minimum of four (4) times a year and shall publish the location of the meeting.

The board shall have the responsibility for:

(a) Establishing policy and setting overall objectives of the Sandy Community Schools.

(b) Making the final decision on the programs and cost of the programs to be offered through the Community Schools.

(c) Reviewing periodically the operating budget to ensure that the cost of operating Community Schools does not exceed the amount of money which was authorized for Community Schools under the original budget.

(d) Assisting in the preparation of any new budget for continuation of the cooperative operation of the Community Schools if future years are desired. The budget shall be developed by the board in adequate time for each participant to make decisions and include appropriate amounts in their next annual budget. The budget period shall be on a fiscal year basis beginning on the first day of July of each year and ending on the 30th day of June of the next succeeding year. The projected cost for each participant shall be based on the desire level of services specified by that participant.

(e) Appointing a Community Schools Advisory Committee, which would be composed of representation from the board, from the participants of the Community Schools, and from the general lay public. The coordinator of the Community Schools will serve as the staff to this committee.

(f) Appointing a Community Schools coordinator for the Sandy Community Schools program.

(g) Working through an administrative agent which shall be Mt. Hood Community College. The College, through the director of Community Education, will provide administrative supervision and will maintain liaison

with the Elementary School District and the City of Sandy regarding the administration of the Community Schools.

## Section 2.

### ADVISORY BOARD

An Advisory Board shall be established, which will be composed of representation from the board, from the participants of the Community Schools, and from the general lay public. The coordinator of the Community Schools will serve as the staff to this committee.

The Advisory Board shall elect at its first meeting a chairman and vice-chairman, and shall conduct its meeting in accordance with Robert's Rules of Order.

The Advisory Board shall have the responsibility for the following:

(a) Making recommendations on programs and the operation of the Community Schools to the Community Schools Board, the administrative agency, and the Community Schools Coordinator.

(b) Assisting in the educational process dealing with the Community Schools.

(c) Other functions as may be described by the Sandy Community Schools Board.

## Section 3.

### ADMINISTRATIVE AGENT

Mt. Hood Community College, through the director of Community Education, shall be the administrative agent appointed by the board and have the responsibilities for the following:

(a) Supervising the day-to-day operation of the Sandy Community Schools.

(b) Administering all operations, including performing the functions of personnel, purchasing, use of equipment, and other items necessary to the operation of the program to ensure that personnel and equipment are being used effectively and efficiently; to ensure that the program is operating within the bounds so described by the board; to ensure that the programs so described by the board are adhered to; and to ensure that the budget that was authorized through the cooperative venture is not exceeded.

(c) Maintaining all fiscal reports relating to the Sandy Community Schools and preparing and making available financial statements of income and expenses for the Community Schools Board's use on a quarterly basis. Mt. Hood Community College shall be responsible for billing the school and city for their share of the expenses on a quarterly basis.

The share billed to the participants shall not exceed \$5,500 to the City of Sandy and \$14,300 to the Sandy Elementary School District.

(d) Processing payroll and paying all bills incurred by the Community Schools. Payroll checks and bills shall be issued in accordance with the normal College policy.

(e) Providing printing services for the publication of the schedules for the Community Schools.

(f) Providing, through the Community Schools budget, the maintenance and operation of the Community Schools trailer in Sandy, Oregon.

(g) Providing SAIF insurance coverage for all volunteer activity leaders of the program as a part of their regular insurance policy. All reports concerning injuries shall be kept by the College.

#### Section 4.                      RESPONSIBILITY OF OTHER PARTIES

The responsibility of the other participating agencies shall be to provide rent-free facility use of all the facilities provided by those agencies. The schedule of these facilities shall be under a cooperative venture between the Community Schools Coordinator and the appropriate governmental unit. Each of the participating agencies shall share in the responsibility of providing public education and information about the Community Schools program.

#### Section 5.                      INSURANCE

All agencies shall share jointly the responsibility for liability insurance and claims.

#### Section 6.                      TERMINATION

This Agreement terminates on June 30, 1981, unless otherwise continued by the parties thereto. Participants may terminate their participation only at the end of the fiscal year.

Dated, this \_\_\_\_\_ day of \_\_\_\_\_, 1980.

SANDY ELEMENTARY SCHOOL DISTRICT

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Superintendent

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CITY OF SANDY

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Manager

MT. HOOD COMMUNITY COLLEGE

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
President



# **Northeast Technical Community College**

## **MEMORANDUM OF UNDERSTANDING**

### **"Expanding Adult Education Through Cooperation"**

The following guidelines concerning cooperative adult education arrangements with local districts throughout Northeast Nebraska have been approved by the Northeast Technical Community College Board of Governors. Local adult education coordinators are evaluating these guidelines.

#### **Part I The Proposed Plan**

- A. Local school districts will be invited to operate adult education programs in cooperation with Northeast Technical Community College. Program control and supervision will remain with the local school system.
- B. Financial aspects of the program can be accommodated by Northeast Technical Community College. Enrollment fees and other receipts are deposited with Northeast Technical Community College and instructional costs subsequently paid by Northeast Technical Community College to the instructor or organization providing particular service.
- C. Advertising and promotion assistance can be provided individually and/or on a group basis for cooperating schools in the area.

#### **Part II Local School Role and Expectations**

- A. A local coordinator should be designated to work for the local school system and in cooperation with Northeast Technical Community College. The college has a small incentive plan to pay such coordinators.

The local coordinator will assist in planning the program, securing instructors, promoting the program, supervising instruction, and submitting appropriate reports.



- B. The local school should provide facilities needed for classes to be held in that community.
- C. Planning and working with local advisory committees to determine course offerings will be under the leadership of the local school.
- D. Books and other instructional supplies can be ordered and sold by either the local school system or Northeast Technical Community College depending upon the needs of a particular program.

### Part III Northeast Technical Community College - Role and Expectations

- A. Overall supervision, coordination, and consultation will be provided by the Community Services Division of Northeast Technical Community College.
- B. In-service education of instructors and other assistance in establishing local adult education programs will be provided by Northeast Technical Community College.
- C. Northeast Technical Community College will publish a variety of brochures aimed at both area-wide and local distribution depending upon resources available.
- D. When possible, fifty percent of the advertising costs for the local adult education program will be reimbursed by Northeast Technical Community College.
- E. Northeast Technical Community College will provide enrollment forms, attendance report forms, payroll vouchers, Certificates of Continued Learning and other forms needed in the program.
- F. Northeast Technical Community College can provide limited financial reimbursement on an incentive basis to local coordinators.

### Part IV Operation of the Program

- A. All advertising of the program in the local school should carry the phrase "In cooperation with Northeast Technical Community College." (This is intended to indicate that it is a local program provided in cooperation with the area school.)
- B. The adult education program will be locally controlled.

- C. A cooperative effort will be put forth to provide the best opportunities possible for the continuing education of all adults and out-of-school youth in the Northeast Technical Community College area.
- D. A suggested minimum enrollment of eight persons (i.e., non-campus) will be necessary for most classes.
- E. An hourly wage of \$9.50 has been designated as a guideline for paying adult education instructors during the 1980-81 school year. Local school districts might approve a lesser amount; however, specific approval by the Northeast Technical Community College Board of Governors is necessary for Northeast Technical Community College to exceed the \$9.50 per hour guideline.
- F. Suggested enrollment fee policy:
  - 1. Aided courses-35¢ per hour of instruction. (Off Campus)
  - 2. Aided courses-55¢ per hours of instruction. (Off Campus)
  - 3. Non-aided courses - the cost of instruction pro-rated to the participants.
  - 4. Enrollment - Since all adult education classes are partially supported by enrollment fees, the right is reserved to withdraw a class offering or to increase the fee to meet the cost of instruction.
  - 5. Refunds - Request for a refund of tuition for courses of eight or more sessions must be made before the third session, and for courses of less than eight sessions before the second session. Requests may be made through the instructor, local coordinator or Northeast Technical Community College; Community Services Division.

For more information write or phone:

Bob Schlingens  
Dean of Community Services  
Northeast Technical Community College  
801 East Benjamin Avenue  
Norfolk, Nebraska 68701  
(402) 371-2020

BOARD OF GOVERNORS  
Northeast Nebraska Technical Community College Area

A RESOLUTION  
Approved November 9, 1972

BE IT RESOLVED, that the Board of Governors expresses its desire for Northeast Nebraska Technical College to cooperate fully with the approximately 65 high schools in the area in the following manner.

- (1) Provide post-high vocational technical programs that will articulate with those at the high schools in the area by providing a recognition of competencies learned at the secondary programs.
- (2) Provide opportunities in technical and vocational programs to be more extensive and intensive degree possible than that available at the high schools in the area.
- (3) Provide to high school graduates the opportunity to complete two year transfer programs.
- (4) Provide special services to high-school drop-outs in both academic and vocational programs. Provide the G.E.D. test for high school equivalency and provide supplemental high school equivalency preparatory study to accomplish this where necessary.
- (5) Work in a supporting role with the various high school counseling services to provide broad knowledge of the programs offered at the community technical college in the area and knowledge of occupational opportunities in the area.
- (6) Provide assistance in the articulation and development of career oriented programs of study at the various high schools of the area.
- (7) Because of distance factors, it is not anticipated that opportunities will be available for vocational-technical courses for students currently enrolled in high school. This is not intended to preclude sponsoring college credit courses in escrow, extended-day activities or other exploratory programs in conjunction with counseling services, or typical adult education courses.
- (8) The Northeast Nebraska Technical Community College Area will continue to emphasize community service programs and courses for out-of-school youth and adults in cooperation with schools and other groups throughout the Northeast Nebraska Technical Community College Area.

# Reading Area Community College

## MISSION STATEMENT

Revised

Board Meeting  
April 13, 1977

The mission of the Reading Area Community College is to serve as the public comprehensive community college for Berks and Schuylkill counties. The College commits itself to a policy of nondiscrimination on the basis of race, color, sex, creed, or national origin in any of its human relationships. The College will offer programs of two years or less. The offering will include post-high school and continuing education community services, developmental education, and a program of student services to assist students in the educational process. The College is committed to serving nontraditional students as well as traditional and to creating lifelong learning approaches to better serve the needs of its constituents. The College will carry out its responsibilities on a fiscally sound basis and through the use of modern fiscal management. All of the above will be done within a context of studying constituents needs, setting goals and objectives, measuring results and being fully accountable to the public for the operation of the College.

## OVERVIEW OF THE PLAN AND ITS IMPLEMENTATION

Subject: A plan to implement interinstitutional cooperation among the collegiate institutions and schools.

### Introduction:

The purpose of this project is to prepare for promoting inter-institutional cooperation among select degree-granting and basic education institutions and schools of Berks County.

This mirrors efforts within the Commonwealth in administrative planning, plant facilities sharing, joint credit unions, joint insurance coverage, and library exchange, to name just a few.

One exemplary model has been the pattern of productive relationships existing among medical schools, colleges and hospitals.

### Premises

The premises supporting interinstitutional cooperation are as follows:

- (1) Meeting on common ground of representatives of schools, colleges, universities, business and industry, labor, school boards, community organizations, and students can provide opportunity for the exchange of vital and meaningful experiences;
- (2) Cooperation between the facets of our community must be predicated on a clear understanding of the resources and expertise each party can contribute to the undertaking-- such cooperation is feasible only if all parties share in the initiation of a project, the means to its implementation and the reasons for its implementation;
- (3) An opportunity for continuous communication between institutions and agencies should exist;
- (4) An awareness of the possibilities for cooperation should exist within the education community; and
- (5) Autonomy and cooperation can be mutually complementary.

### Objectives

The plan presents the following objectives with the full understanding that they may be modified or supplemented as the FORUM sees fit.

- (1) To create and promote a fuller utilization of facilities;



- (2) To encourage procurement of services (professional and otherwise) and resources through cooperative effort at lower costs;
- (3) To provide a "sounding board" where needs, expertise and resources might be discussed; and
- (4) To provide an opportunity for interinstitutional cooperation on a county-wide basis and with all educational establishments participants.

#### Formation Functions of the FORUM

The Steering Committee, on its approval, shall forward a copy of this report to the Pennsylvania Department of Education and indicated its intention to establish the BERKS COUNTY FORUM FOR EDUCATION

The Steering Committee shall request the Berks County Intermediate Unit to serve in the role of sponsoring agency and in the liaison role with the Pennsylvania Department of Education.

The FORUM FOR EDUCATIONAL COOPERATION shall consist of the Chief Executive Officers of the Berks County degree-granting institutions, currently affiliated school districts (6), the Executive Director of the Berks County Intermediate Unit, the Director of the three Vocational-Technical schools, and one representative from the Pennsylvania Department of Education.

The FORUM FOR EDUCATIONAL COOPERATION shall convene at least once every two months or, for special reasons, on call by the Chairman and/or a majority of the constituent membership.

The FORUM FOR EDUCATIONAL COOPERATION shall establish its own procedures and elect officers as needed.

In light of the scope of some subjects on pending agenda, the FORUM FOR EDUCATIONAL COOPERATION may wish to invite representatives of other groups.

The FORUM FOR EDUCATIONAL COOPERATION shall have no authority to take measures inimicable to institutional identity or autonomy.

The FORUM FOR EDUCATIONAL COOPERATION shall apprise all institutions and agencies within the County of the organization and its purposes.

The FORUM FOR EDUCATIONAL COOPERATION shall keep all institutions informed of the possibilities of subsidy in cooperative effort.

Special Tasks of the FORUM FOR EDUCATIONAL COOPERATION

- 1) To work to attain the "objectives: cited;
- 2) To explore the possibilities for cooperative efforts and publicize such;
- 3) To stimulate cooperative effort;
- 4) To serve, explicitly as a catalyst, in all cooperative effort; and
- 5) To invite interested community agencies to the meetings.

Evaluation

- 1) After one year's experience, the FORUM FOR EDUCATIONAL COOPERATION shall self-evaluate its performance; and
- 2) After one year's experience the FORUM FOR EDUCATIONAL COOPERATION shall request the Pennsylvania Department of Education to assign an evaluation team.

Preparation of the plan, funded by the Pennsylvania Commission for Post-secondary Education, was expedited through two committees. The first, a steering committee, was composed of selected institutional chief executive officers who had agreed to participate in the project. The second, a planning committee, was composed of officials of the cooperating institutions who were charged with the responsibility for the preparation of the plan for the approval of the chief executive officers. A consultant-writer was employed.

From the ad hoc effort of the two cited committees, this plan and its related research evolved during the summer and fall of 1980. The plan envisions establishment of interinstitutional cooperation within Berks County.

A survey was directed to the discovery of needs, expertise, and resources available to meet those needs within the pilot institutions. The survey was predicated on the concept that cooperation is dependent upon an initial common understanding of the needs of the institutions and the identification of goals--the latter a function of implementation procedures and the resources, both personal and physical, available to make that implementation effective. The collection of data although not exhaustive, presents a general picture of institutional needs, expertise and resources in Berks County.

A summary of needs, expertise and resources is shown in the appendix of this report.

### Background

There has been a general reserve in interinstitutional cooperation which persists in spite of the compelling reasons for cooperation. Robert L. Lewis, a college trustee, writing in the November 3, 1980, issue of The Chronicle of Higher Education, sees it as "an exotic yet practical concept."

However, the idea of cooperation among schools and/or colleges is not new to Berks County. Successful cooperation exists in a number of areas such as group purchasing, via the intermediate unit. Other efforts currently exist between school district and one or more of our colleges in the sharing of equipment and resources. There has always been comprehensive cooperation between all the schools and the colleges in the training of teachers via practice teaching.

The close cooperation here in Berks County between our schools and business and industry has earned widespread praise. It has been particularly successful in work-study programs in collaboration with our vocational-technical schools and senior high schools. ☐

# South Oklahoma City Junior College

## POLICIES of the COMMUNITY EDUCATION CONSORTIUM for LIFELONG LEARNING

Adopted: March 14, 1980  
Ratified: May 9, 1980

### THE CONSORTIUM BOARD

**T**he Consortium Board will be comprised of one member from each of the official Consortium agencies.

The Board will have the responsibility to:

1. Review and determine policy.
2. Review and reaffirm or revise Consortium goals annually.
3. Establish priorities for short and long term goals annually.
4. Review progress of overall operations on a regular basis.
5. Determine minimal criteria for membership.
6. Comply with all provisions of the Oklahoma Open Meeting Act of 1977 and will include at least:
  - a. Written notice to the county clerk of all regularly scheduled meetings, including committee meetings. Ten-day notice to the county clerk of changes in the meeting dates.
  - b. Posting of the agenda in prominent public view at least twenty-four hours prior to a meeting.
  - c. Public, roll-call votes must be made and recorded by name in the minutes.

7. Approve service areas for Consortium planning using the following guidelines:
  - a. Be identified based on criteria such as cultural similarities, natural geographic boundaries, existing organized neighborhood functions and demographic similarities.
  - b. For the first year, be geographically located within the Oklahoma City Public School District (I-89).
  - c. Be approved by the Consortium Board upon recommendation from the Administrative Representatives.
  - d. Require the availability of programming site(s).

The function of the Board is to:

1. Request information and advice from Administrative Representatives and Master Advisory Council.
2. Establish committees.
3. Delegate authority and responsibility.
4. Meet at least twice annually with Administrative Representatives.
5. Develop and publish by-laws for Board. Approved by-laws will become a part of the Consortium policies.

The authority of the Board is to serve as final authority on all Consortium matters.

#### THE ADMINISTRATIVE REPRESENTATIVES

The Administrative Representative body will be comprised of one member from each of the official consortium agencies.

The Administrative Representative body will have the responsibility to:

1. Prepare and make recommendations to the Board concerning policy, membership and service areas.
2. Identify and communicate to member agencies the available resources to meet program needs.
3. Prepare and distribute an annual report to the Board concerning activities.
4. Be responsible for planning and carrying out Consortium activities.



5. Annually elect, from their membership, a slate of officers.
6. Select and establish sites within service areas using the following guidelines:
  - a. Be established based on identified needs and the availability of resources (within a particular service area).
  - b. Be defined as the place or location in which a lifelong learning activity takes place.
  - c. Be approved by the Administrative Representative Body.
  - d. Be totally under the control of the agency which has ownership of the site or their designated representative.
  - e. Be supervised by the agency or agencies offering activities or their designated representative.
7. Be responsible for Consortium accounting, accountability and records keeping which will include the following:
  - a. Agencies offering programs at another member-agency site:
    - Responsibility for program operations, including hiring of staff, registering participants, collecting fees and paying expenses incurred will be determined by agreement of participating agencies.
  - b. Special situations that make sharing of supervision, funding or expenses desirable may be negotiated by the member agencies involved.
  - c. Member agencies may provide letters of support to member agencies seeking grant funding which will enhance Consortium activities.
  - d. Member agencies will share pertinent information about fees, costs, numbers served, etc., as requested by the Board.
  - e. Member agencies may charge other member agencies an overhead fee to cover direct costs of programming and maintenance, if necessary.
  - f. Consortium agencies may pool resources to enhance program activities.

The function of the Administrative Representative body is to:

1. Develop, initiate and revise operational procedures as necessary.
2. Establish committees as necessary.

3. Design and implement "assessment of need" process.
4. Develop and publish by-laws for Administrative Representative body.
5. Set and communicate meeting times, dates, and places for Administrative Representatives. Meetings will be held on a regular basis.
6. Meet and confer as often as necessary to carry out responsibilities (a minimum of six times per year).

The authority of the Administrative Representative body is to have decision-making power to:

1. Design annual operational objectives of the Consortium for the coming year that will be supported in the budgets of the member organizations.
2. Facilitate necessary supervision and support functions required for existing Consortium activities.
3. Initiate and oversee community needs analysis activities and assume responsibility for distributing written results of these activities.
4. Assume responsibility for soliciting resources and program activities to be provided at Consortium sites from other community agencies or institutions as necessary or desirable.
5. Maintain a flow of information regarding the Consortium to the member organizations and the community.
6. Plan, develop, implement and evaluate program activities responding to and in conjunction with Community Advisory Councils.
7. Assume other responsibilities as directed by the Consortium Board.

#### CONSORTIUM (CECLL) MEMBERSHIP

Consortium membership will:

1. Be open to any agency, institution or organization in the greater Oklahoma City area having lifelong learning as one of its major reasons for existence.
2. Abide by the policies and by-laws of the Consortium.
3. Be determined totally by the Consortium Board.
4. Require each agency having a Joint Resolution properly signed and approved by the agency's board of control.

5. Be reviewed annually, at the February meeting of the Board of Directors, for renewal purposes based on consistency of interest to support the Consortium objectives.
6. Meet the following minimum membership criteria:
  - a. The agency will officially and in writing resolve to become a member of the Consortium.
  - b. Provide evidence of the ability of the applicant to carry out proposed commitments.
  - c. A community need for the services and resources offered the Consortium by the applicant should exist.
  - d. A commitment by the applicant institution to community lifelong learning goals, objectives, and philosophy must be evident.
  - e. Applicants will identify in writing the resources and service that they can make available to the Consortium. This should include a projection for the year in which the applicant intends to become a member.
  - f. Consortium members will provide supervision for its own personnel or facilities. Special situations that make shared supervision necessary will be negotiated by the members involved.

CONTRACTUAL AGREEMENT BETWEEN  
THE MOORE PUBLIC SCHOOL DISTRICT  
AND  
SOUTH OKLAHOMA CITY JUNIOR COLLEGE

**T**his document is to confirm an agreement between the Moore Public School District and South Oklahoma City Junior College to jointly sponsor the origin and development of a Community Education Program for the Moore area.

The Moore Public Schools will:

Provide physical facilities and classroom equipment, as available.

Provide an individual from the superintendent's staff for advisory input, program direction and to serve as the MHS contact person.

Provide office space on a part-time basis for the program coordinator, as available.

Commit other resources as they become available.

Cooperate with other community institutions and agencies to promote program success.

Compensate South Oklahoma City Junior College in the amount of \$12,000 for the completion of the below-listed items.

South Oklahoma City Junior College will:

Provide coordinator assistance for program development.

Provide secretarial assistance for the coordinator, as necessary.

Employ and compensate teaching faculty.

Enroll participants and collect fees, as necessary.

Coordinate the development, implementation and evaluation of the program.

Cooperate with other community institutions and agencies to promote program success.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Leon Bewley, Associate Superintendent,  
Special Programs  
Moore Public School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dale L. Gibson, President  
South Oklahoma City Junior College ☐

# Sullivan County Community College

## AGREEMENT

Sullivan County Community College will run certain non-credit courses at the Sullivan County BOCES facilities under the following conditions. The two agencies will jointly decide which courses shall be offered each semester. Students will pay tuition to SCCC at the regularly established rate (at present, \$31 per credit hour equivalent). (A credit equivalent hour is 30 hours of instruction plus study by the student outside of class.) SCCC will apply for State aid for those courses which are eligible for such aid. There will be established an average minimum enrollment per course so that there will remain a sufficient difference between income and direct cost to enable the two agencies to meet indirect costs. (It is estimated that this minimum will be 10 students for state-aided primarily vocational courses, and 20 students for avocational courses.)

Instructors will be engaged as independent contractors to teach the courses. (It is estimated that the fee will be from \$9-12.00 per contract hour.) BOCES instructors in the field will be offered the opportunity to teach each course before any outside individual could be contracted with.

The two agencies will divide equally the difference between the income (tuition plus state aid) from the course and the direct contractual expense of instruction. From its share, BOCES will provide rent and utilities, consumable supplies, equipment repair, shop maintenance and cleaning, and supervision of instruction. From its share SCCC will provide advertising, recruitment, registration, financial accounting, and administration of the program.

SULLIVAN COUNTY COMMUNITY COLLEGE  
BY

Richard F. Grego

DATE

BOARD OF COOPERATIVE EXTENSION SERVICES  
BY

Rubin Pollack

DATE



# **Thornton Community College District**

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## **AGREEMENT THORNTON COMMUNITY COLLEGE DISTRICT 510 and THORNTON TOWNSHIP HIGH SCHOOL DISTRICT 205**

It is herein agreed between the Board of Trustees of Thornton Community College District #510, herein called "the College" and the Board of Education of High School District 205, herein called "the School" that in consideration herein made, the School shall receive payment for use of its facilities hereinafter described by the College according to the terms and conditions hereinafter set forth concerning the usage of the School facilities, not previously scheduled for a School function, by the College for Adult and Continuing Education programs.

- A. Requests for the use of facilities by the Adult and Continuing Education programs shall be presented by the Dean of Community Education and whenever possible, all usages shall be scheduled with 30 days' advance notice thereof.
- B. Facilities to be made available pursuant to this agreement and the conditions upon which they may be utilized are as follows:
  - 1. Classrooms with equipment
  - 2. Classrooms without equipment
  - 3. Swimming pools
  - 4. Gymnasiums and auditoriums
  - 5. Outside facilities (such as golf and tennis)

Usage of the above facilities may be made at any of the three District 205 high schools, subject to the conditions herein. The need for security personnel will be established, employed and paid for by the School.

- C. The College will provide the School with a certificate of insurance naming the school district, the Board of Education thereof and the members of said Board individually, and all employees of the School district as additional named



insured under the College's general liability policy for the period covered by the contract. Said insurance shall cover bodily injury and property damage in the amount of \$300,000 per person and \$3,000,000 per occurrence. Said policy shall contain a clause that is cancellable only upon 30 days' advance written notice to the School.

- D. Usage of any of the facilities set forth in Paragraph B shall be primarily for instructional programs of the Adult and Continuing Education programs of the College and may be used for seminars, graduation, and shall exclude student clubs and intercollegiate and intramural athletics.
- E. The College shall be responsible for (1) enforcing the No Smoking regulations on the school premises; (2) the prohibition of the use of any intoxicating liquors or drugs or the possession of same on any person on any part of the school premises; (3) the conduct of the people admitted to the school facilities, and (4) providing adequate supervision for any usage of the facility.
- F. It is herein agreed by and between the parties that the rental fee for the usage of the facilities as herein described shall be \$36,000 payable in ten monthly installments beginning August 15, 1980 and ending May 15, 1981.
- G. It will be understood that the School will provide arrangements for each registration period at each Center, class room doors will be unlocked for non-daytime teachers in adequate time, and security will be provided as already referred to in Paragraph 4.
- H. This agreement shall take effect as of August 15, 1980 and will terminate as of May 31, 1981.

BOARD OF TRUSTEES  
COMMUNITY COLLEGE DISTRICT #510  
COOK COUNTY, ILLINOIS

DATE \_\_\_\_\_

BY \_\_\_\_\_

BOARD OF EDUCATION  
THORNTON TOWNSHIP HIGH SCHOOL  
DISTRICT 205  
COOK COUNTY, ILLINOIS

DATE \_\_\_\_\_

BY \_\_\_\_\_

☐

5-13-80

# Wilkes Community College

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## GUIDELINES FOR OPERATING COMMUNITY SCHOOLS

1. The Wilkes County Board of Education offers school facilities at no charge to the community at North Wilkes, West Wilkes, Fairplains School and East Wilkes High School for a Community School Program.
2. The Community School Program will be financed cooperatively by the Wilkes County Board of Education, the Wilkes Community College and the Training Complex.
3. A Community School is a regular public school during the day. But its doors are open to the public in the afternoon and evening. It serves regular school students from 8:00 a.m. until 3:30 p.m. and it serves everyone in the community from 4:00 p.m. until 10:00 p.m.
4. A Community School is a center for informal education, recreation, social and leisure-time activities, vocational remedial, enrichment and adult education. It also provides facilities for clubs, civic groups, and scout meetings.
5. Each person who enrolls in the Community School program will be required to register and purchase an Identification Card (\$1.00). This identification card will be valid for one year. This ID Card is non-transferable and will entitle the holder to participate in all activities for which he or she is eligible. If the holder abuses the privilege of using school facilities, or fails to cooperate with the Community School Director, then he or she would be asked to give up the ID Card.
6. Until further notice, students must be residents of the Community School district in order to hold an ID Card and participate in the Community School Program.
7. Non-resident adults may register and participate in the adult educational program.
8. Any person desiring Community College credit must pay the regular tuition for adult courses.

9. All materials, books and supplies in adult education must be furnished by the students.
10. Aides, janitors and volunteers will be recommended by the Community School Director and approved by Wilkes Community College.
11. Adult education teachers will be recommended by the Community School Director and approved by Wilkes Community College.
12. Your contact person for the Wilkes County Board of Education is Joe Allred. S.R. Pearson is the contact person for Wilkes Community College.
13. Registration fees (\$1.00) will be turned in to the Wilkes County Board of Education. Adult education tuition will be turned in to Wilkes Community College.
14. Make every effort to get some local organization to underwrite the registration fee for disadvantaged students.
15. The Community School Director may requisition supplies as needed from the Wilkes County Board of Education or Wilkes Community College.
16. Each Community School may operate concessions from 3:00 p.m. until 10:00 p.m. This money would be deposited in you local Community School account and ear-marked for supplies, materials, and general maintenance for equipment.
17. Each Community School should organize a Community Council that represents various civic and youth organizations in the community.

[This is not a formal agreement but it may give you some idea as to how we began operations. At the present time there are four Community School Coordinators; two paid by the Public Schools and two paid by the local Community College. We have been in operation for 10 years and, due to a spirit of cooperation and esprit de corps, all of our problems have been resolved with a minimum of difficulty.]